

A. G. Contract No. KR912962TRD
ECS File: JPA 91-131
Project: 10 MA 163 H2289 01D
Section: I-10 Queen Creek TI

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

THIS AGREEMENT is entered into 28 February, 1992,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF
INDIAN AFFAIRS, acting by and through its SAN CARLOS IRRIGATION
PROJECT (the "SCIP").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The SCIP has been granted the exclusive right to
provide electrical service on the Gila River Indian Reservation
pursuant to Resolutions GR 246-66 and GR 114-77 of the Gila
River Indian Community, copies of which are attached hereto and
made a part hereof. The SCIP is empowered to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the SCIP.

3. Incident to the State's construction of the I-10 -
Queen Creek traffic interchange, it is necessary to provide
electric service to the interchange, at an estimated cost of
\$69,114.00, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

Post-it® Fax Note		7671	Date <u>9/25</u>	# of pages <u>1</u>
To <u>Smokedpath</u>	From <u>lynn</u>			
Co/Dept.	Co			
Phone #	Phone #			
Fax #	Fax #			

NO. <u>16439</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/28/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>William J. Greenwald</u>

II. SCOPE OF WORK

1. The SCIP will:

a. Install and maintain a 240/480 VAC single phase high voltage line and other necessary facilities to the Project service entrance within the State's right-of-way, at an estimated cost of \$69,114.00.

b. Upon completion, and acceptance by the State, invoice the State for the actual cost of the Project.

2. The State will:

a. Provide the SCIP the necessary construction permits and a perpetual utility easement at no cost to the SCIP.

b. Reimburse the SCIP for the actual cost of the Project within thirty days after receipt and approval of an invoice. Be responsible for the monthly electrical energy costs.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E Room 222E
Phoenix, AZ 85007

San Carlos Irrigation Project
Power Manager
Box 250
Coolidge, AZ 85228

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under their respective laws to enter into this agreement and that the agreement is in proper form.

8. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9. The performance of any obligation of the United States under this agreement shall be contingent upon appropriation of funds by Congress. No liability shall accrue to the United States in the event funds are not appropriated.

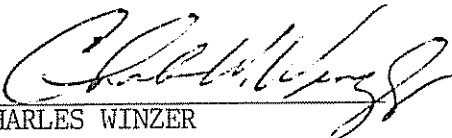
10. No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

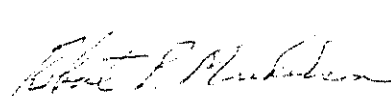
11. This agreement should not be construed as establishing any precedent regarding the obligation for a future course of conduct by either party with respect to service relocation, which may be requested and/or required in the future.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

UNITED STATES OF AMERICA
San Carlos Irrigation Project

STATE OF ARIZONA
Department of Transportation

By 
CHARLES WINZER
Acting Project Engineer

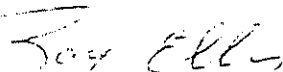
By 
ROBERT P. MICKELSON
Deputy State Engineer

JPA 91-131

RESOLUTION

BE IT RESOLVED on this 2nd day of December 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the San Carlos Irrigation Project for the purpose of defining responsibilities for installation of electric service to the I-10 Queen Creek traffic interchange.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES E. COWAN
Director

1203j/2

GILA RIVER INDIAN COMMUNITY
Resolution GR-114-77

WHEREAS, there is a continuing and growing need for electrical energy service within the Gila River Indian Reservation, and

WHEREAS, the San Carlos Irrigation Project has a continuing program of extending their power transmission and distribution lines throughout the Gila River Indian Reservation, and

WHEREAS, the economic interests of the Gila River Indian Community can best be served by having the San Carlos Irrigation Project provide electrical energy wherever possible within the entire Gila River Indian Reservation, and

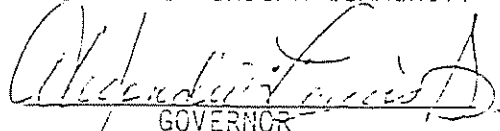
NOW THEREFORE BE IT RESOLVED, that this Resolution No. GR-114-77 supercedes and rescinds Resolution GR-246-66, and

BE IT FURTHER RESOLVED, that the Gila River Indian Community Council award to the San Carlos Irrigation Project the exclusive right to serve all electrical energy to the Gila River Indian Reservation where economically possible, provided such exclusive right may be terminated by either party giving five (5) years prior written notice of termination to the other.

CERTIFICATION

Pursuant to Authority contained in Article XV, Sec. 1 (a) (13) of the Amended Constitution and Bylaws of the Gila River Indian Community ratified by the Tribe, January 22, 1960 and approved by the Secretary of the Interior March 17, 1960, the foregoing resolution was adopted this 5th day of OCTOBER, 1977 at a REGULAR TRIBAL COUNCIL meeting held in DISTRICT 3, SACATON, ARIZONA at which a quorum of FOURTEEN (14) members were present by a vote of 14 FOR, 0 AGAINST, 0 ABSTAIN, 0 ABSENT, and 1 VACANCY.

GILA RIVER INDIAN COMMUNITY


GOVERNOR

ATTEST:


TRIBAL SECRETARY

GILA RIVER INDIAN COMMUNITY
Resolution GR-246-66

WHEREAS, there is a growing need for electrical power service within the Gila River Indian Reservation, and

WHEREAS, the interests of the Gila River Indian Community can best be served by having the San Carlos Indian Irrigation Project provide electrical power wherever possible within the Gila River Indian Reservation, and

WHEREAS, in the immediate future there will be need for electrical power service in T2S, R 3 and 4 E, G&SRB&M for the following proposed development projects:

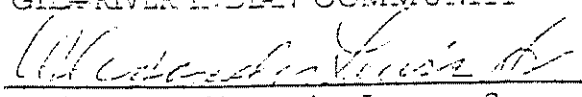
Kyrene Industrial Park
Chandler-Reservation Sewage
Treatment Plant, and
Two Interchange areas located
at the intersection of In-
terstate 10 and Maricopa Road
and Interstate 10 and Super-
stition Road

NOW, THEREFORE BE IT RESOLVED that the Gila River Indian Community Council award to the San Carlos Indian Irrigation Project the exclusive right to serve all electric power loads to the aforementioned development areas, provided such exclusive right may be terminated by either party giving five (5) years prior written notice of termination to the other.


CERTIFICATION

Pursuant to authority contained in Article XV, Sec. 1 (a)(13) of the Amended Constitution and Bylaws of the Gila River Indian Community, ratified by the Tribe January 22, 1960, and approved by the Secretary of the Interior March 17, 1960, the foregoing Resolution was adopted this 22nd day of November, 1966, at a regular meeting held in District 3, Sacaton, Arizona, by a vote of 12 for; 0 against; 1 not voting; and 4 absent.

GILA RIVER INDIAN COMMUNITY


Lt. Governor Alexander Lewis, Sr.


ATTEST:


Secretary

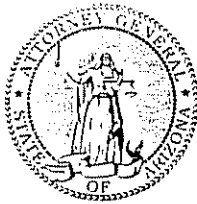
APPROVAL OF THE S.C.I.P. ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the San Carlos Irrigation Project and declare this agreement to be in proper form and within the powers and authority granted to the S.C.I.P. under its respective laws.

DATED this 3rd day of February, 1992.



Attorney for the S C I P.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

February 21, 1992

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR91-2962 -TRD , an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of February, 1992.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section